

**The U.S. General Services Administration
invites you to bid on the**

AUSTIN RESIDENCES

The Sale Parcels consist of two residential properties located within the city limits of Austin, Nevada. In Nevada, US 50 known as the "Loneliest Road in America" runs thru the center of the historic town of Austin. It is routed along the old Lincoln Highway and the path of the Pony Express.

Auction Summary

Sale Type: **Online Auction**
Start Date: **December 17, 2008**
End Date: **Based on Bidding**

SALE PARCELS	PROPERTY CODE	*MINIMUM BID	BID DEPOSIT	BID INCREMENT
245 Water Street	127	\$56,000.00	\$5,600.00	\$1,000.00
195 Main Street	128	\$46,000.00	\$4,600.00	\$1,000.00

***The Government will not accept bids below the minimum bid price.**

Sales Information

Karen Hoover
1-888-472-5263 (GSA-LAND), ext. 3428
e-mail: karen.hoover@gsa.gov

Dorothy Gomez
1-888-472-5263 (GSA-LAND), ext. 3427
e-mail: dorothy.gomez@gsa.gov

Send Bid Form & Bid Deposit to:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Ave., 4th Floor East
San Francisco, CA 94102-3434
Attn: Karen Hoover, Realty Officer

Online Auction Assistance

Gina Arias-Arrieta
1-888-472-5263 (GSA-LAND), ext. 3431
e-mail: gina.arias-arrieta@gsa.gov

Property Disposal Web Page

<https://propertydisposal.gsa.gov>
Click on Nevada to view and download Property
Sales information

Online Auction

www.auctionrp.com
Register and submit your bid.

Inspection Opportunities:

The Sale Parcels will be open for inspection. An inspection of the interior will be conducted with a Government representative during the hours 10:00 a.m. to 2:00 p.m. To arrange for an inspection, contact Liz Lani or Steve Williams, Austin Ranger Station (775) 964-2671.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Sale Parcels consist of two residences located at 245 Water Street and 195 Main Street in Austin, NV. The Water Street and Main Street houses offer a relaxed small town lifestyle in Nevada's vast open spaces. Austin, an unincorporated community, located in Lander County, is almost in the geographic center of the State on U.S. HWY 50, 179 miles east of Reno, NV, on the western slopes of the Toiyabe Range.

2. SALE PARCEL DESCRIPTION

245 Water Street

The Water St., Sale Parcel is a 2,418 sf single family residence with five bedrooms and two baths. The kitchen has wood cabinets, knotty pine paneling with a spacious living room. The house is heated by a propane furnace, wood stove, and fireplace. The bedrooms have electric baseboard heating. The house was built in 1885 and modified throughout the years with two subsequent additions. The lot consists of 0.86 acres, more or less.

195 Main Street

The Main St., Sale Parcel is a 1,209 sf three bedroom, one bath single family residence with a semifinished basement and an attached single car garage and a retaining wall. The kitchen has wood cabinets. The house is heated by a central oil fired furnace and a wood stove. The furnace is supplied by an underground fuel oil tank located on the property at the rear of the house. The house was built in 1961. The lot consists of 0.17 acres, more or less.

3. DRIVING DIRECTIONS

From Las Vegas

Follow U.S. 95N towards Ely/Reno for approximately 90 miles; follow U.S. 6 for 6 miles then merge onto NV 376 for 100 miles. Turn left onto U.S. 50 which will become Main St., in Austin. To reach 245 Water St., continue on Main St., and turn right onto 7th Street. Turn left onto Water St.

From Reno

Follow U.S. 50 East for approximately 119 miles to town of Austin. Turn left onto Cedar St. for

0.1 mile and then turn right onto Union Street. Continue on Union for 0.1 miles and then turn right to reach 245 Water St. To reach 195 Main St., continue on until U.S. 50 becomes Main St. in the main part of Austin.

4. LEGAL DESCRIPTION

245 Water Street

Mt. Diablo Meridian Lots 1, 2, 3, 4, 5, 6, 8, and the northerly half of Lot 7, Block 12 of Upper Austin, as shown on page 4, Map of Survey, File #160895, recorded July 18, 1989, Lander County Recorder, Battle Mountain, Nevada.

Containing 0.86 acre, more or less.

195 Main Street

Mt. Diablo Meridian T. 19 N., R. 44 E., Sec. 19, all that portion of the Bank Patented Mining Claim, U.S. Survey No. 4635, described as Lots 9 and 10 in Block 39 of Austin North in the Town of Austin, as shown on Sheet 4 of the Map of Survey of the Unincorporated Town of Austin recorded July 18, 1989, as File No. 160895 in the Official Records of Lander County, Nevada. Also, the easterly 40 feet of Second Street adjoining the westerly line of said Lot 9, being a portion of Second Street donated by Lander County to the USDA Forest Service, recorded September 23, 1960, in Book 68, page 121 of Official Records, Lander County, Nevada. **EXCEPTING THEREFROM** any lands lying within the right-of-way limits of U.S. Highway 50, also known as Main Street.

Containing 0.17 acre, more or less

5. ASSESSOR'S PARCEL NO.:

a. 245 Water Street: APN: 001-246-01, Austin, Nevada, Lander County

b. 195 Main Street: APN: 001-202-01, Austin, Nevada, Lander County

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Sale Parcels will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights,

recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

7. UTILITIES

Utilities include city water, sewer, phone, and electricity.

Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Gas and Electric:

Suburban Propane
Highway 278
Eureka, NV 89316
(775) 237-5448

Electric:

NV Energy
1-800-962-0408

Telephone:

AT&T
1-866-962-0408

Water, Sewer and Storm Drain

Lander County Sewer and Water District
122 Main Street
Austin, NV 89310
(775) 964-2676

8. ACCESS

The Water Street parcel is accessed through Water Street which serves as the primary access to the house and Elm Street provides access to the trailer pads.

The Main Street parcel is accessed by State Highway 50, a dedicated public road that is also referred to as Main Street.

9. AUSTIN CD INFORMATION

1. Commissioner's Deed – Main Street
2. Deed – Main Street (Hercules Mines to U.S.)
3. Land Transaction Screening Process Worksheets – Main Street
4. Lead Based Paint Inspection Report – Main Street
5. Lead Based Paint Risk Assessment Report – Water Street
6. Plat and Room Layouts – Water Street
7. Preliminary Asbestos Survey – Main Street
8. Preliminary Title Report – Main Street
9. Quitclaim Deed – Water Street
10. Room Layout – Main Street
11. Deed – Main Street
12. Land Description Verification
13. Land Transaction Screening Process
14. Lead-Based Pain Inspection Report – Water Street
15. Mineral Rights – Main Street
16. Plat Map – Main Street
17. Preliminary Asbestos Survey – Water Street
18. Preliminary Title Report – Water Street
19. Warranty Deed – Water Street
20. Sample Quitclaim Deed
21. Flood Zone Map
22. Sample Purchase and Sale Agreement

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, the Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB and, by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Sale Parcels set forth in the IFB and any other information provided therein with respect to said Sale Parcels are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Sale Parcels and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the Sale Parcels is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Sale Parcels prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Sale Parcels offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Inspection Opportunities:

To arrange for interior viewing, please call Liz Lani or Steve Williams, Austin Ranger Station (775) 964-2671.

No one will be allowed access to the Sale Parcels without the presence of an authorized Government representative.

4. CONDITION OF PROPERTY

The Sale Parcels are offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered. **See Notices and Covenants and Attachment A.**

5. ZONING

The Sale Parcels are zoned for residential purposes. The Sale Parcels are subject to the jurisdiction of the Lander County Building Department. The Main Street house is zoned AHR-MO (Austin Historic Residential District). If the existing structure were to be removed it could be replaced with a Manufactured Home. The Water Street house is zoned MRC (Manufactured Housing, Residential, Commercial District).

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Sale Parcels for present or proposed future use shall be the responsibility of the Bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB and Purchase and Sale Agreement.

For specific zoning information call the Lander County Building Department at (775) 635-2860.

Both Sale Parcels lie within Flood Zone A according to Lander County Flood Zone Maps 01-20 and 01-24.

6. CONTRACT

The IFB and the bid, whether as an initial written bid or a bid placed online, when accepted by the

Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government which shall be documented in a binding Purchase and Sale Agreement by the two parties. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Sale Parcels, the Purchaser(s) shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Sale Parcels, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. For more information contact Lander County Assessor's Office at (775) 635-2610.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a) As of the date of conveyance, the Purchaser(s) shall assume responsibility for care and handling and all risks of loss or damage to the Sale Parcels and have all obligations and liabilities of ownership.

b) In the event of a major loss or damage to the Sale Parcels as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the

transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser(s) or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Sale Parcels involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Sale Parcels.

12. TITLE

If a bid for the purchase of the Sale Parcels is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of ninety (90) calendar days after acceptance of

the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Sale Parcels shall be made subject to the following:

a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the Sale Parcels may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Karen Hoover, Realty Officer

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Sale Parcels offered in the IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Sale Parcels offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements

contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the Sale Parcels information at propertydisposal.gsa.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



195 Main Street Backyard

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Wednesday, December 17, 2008, at 9:00 a.m. (Pacific Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail or fax. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com and on the telephone hotline 888-472-5263 (GSA-LAND), with at least three business days prior notice (see Paragraph 12, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Purchasers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Sale Parcels for financing. **Each Sale Parcel will be sold separately.**

4. MINIMUM OPENING BID

The minimum opening bid amounts are the starting point for the online auction. The Government seeks to obtain fair market value for the Sale Parcels and reserves the right to reject any and all bids.

Sale Parcel	Code	Minimum Bid
245 Water Street	127	\$56,000
195 Main Street	128	\$46,000

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" and United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form for Purchase of Government Property and the Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed, dated and returned to our office either by fax or mail within five business days to GSA, Property Disposal Division, 9PR, 450 Golden Gate Avenue, 4th Floor East, San Francisco, CA 94102-3434 Attn: Karen Hoover.

(3) A bid deposit as specified on page 1 of the IFB must accompany your Bidder Registration and Bid Form for Purchase of Government Property and the Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Deposits by credit card may be initiated over the Internet by following the instructions at www.auctionrp.com or by fax to (415) 436-7402. Bidders must also complete, sign and submit the enclosed Bid Deposit by Credit Card form along with the Bidder Registration and Bid Form for Purchase of Government Property and the Government Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards to be authorized to bid.

Only upon GSA's verification of your bid deposit, will you be allowed to bid online using the User ID and password, as discussed below (Paragraph 7, User Identification and

Password), and your initial written bid will be posted online. All Bid Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please send the completed enclosed Bidder Registration and Bid Form for Purchase of Government Property, Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and send, along with the required Bid Deposit, to:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Karen Hoover, Realty Officer

Your initial written bid is a binding offer.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or **lesser** amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, **and** the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

6. BID ENVELOPES

Envelopes containing bids should be sealed and addressed to the bid receiving office stated in this IFB. The name and address of the Bidder must be shown in the upper left corner of the bid envelope, and the invitation number, 9PR-2009-127/128 and the phrase "Bid for Real Property"

must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

7. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). Since the User ID is used to publicly identify bids, and for your privacy, **GSA will then assign you a new USER ID for use in online bidding** in a manner that protects you or your company's identity. The User ID will be used to identify the bidders on the auction Web page, www.auctionrp.com. The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

8. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.

b) Bids must be submitted without contingencies.

c) Bids by mail or fax that are not submitted on GSA forms will be rejected.

9. ONLINE AND FAX BIDS

a) By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is **(415) 436-7402**.

b) A bid submitted by fax must arrive at the place, date and time that the Government has specified as the deadline for receipt of bids. If a

bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid.

c) If a bidder submits an online bid, the Government will not be responsible for any failure attributable to the inability of a bidder to transmit a bid, or the transmission or receipt of an online bid.

This is including but not limited to the following:

1. Receipt of a garbled or incomplete bid;
2. Availability or condition of the receiving facsimile equipment;
3. Incompatibility between the sending and receiving equipment;
4. Delay in transmission or receipt of bid;
5. Malfunctioning of any network, computer hardware or software;
6. Delay in transmission or receipt of a bid
7. Failure of the bidder to properly identify the bid;
8. Illegibility of bid;
9. Security of bid data; or
10. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures, etc.

d) If your fax bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, it is the responsibility of the bidder to call **Karen Hoover at 1-888-472-5263, ext. 3428** for verification that your bid was received.

10. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also call GSA's 24-hour bid hotline at **1-888-472-5263 (GSA-LAND), Property Codes 127/128** to hear the current high bid. The bid hotline will be updated Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours.

Bidders will be notified via the hotline recording and the web page when bidding will close. If

your bid is not accurately shown on the web page, you should call GSA at 1-888- 472-5263 (GSA-LAND), ext. 3431 or ext. 3428. Bidders are urged to pay close attention to the recording and the web page, which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

11. INCREASING YOUR BID

If you learn from the auction web page or hotline that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your bid deposit will apply to subsequent increased bids. All increased bids must be submitted on the official GSA Bid Forms unless you are bidding online. Official GSA Bid Forms may be photocopied. Bid increments must be One Thousand Dollars (\$1,000.00) more in order to be considered. **The Government reserves the right to modify the bid increment at any time prior to the close of the sale.** To increase a previously submitted initial written bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail, fax, on-line, etc., the first bid received will be recognized.

12. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced at www.auctionrp.com and the hotline. On that date, if no increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Sale Parcels to the high bidder. If an increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

13. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

14. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered. **The Government will not accept bids below the minimum bid price.**

15. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. **The Government reserves the right to reject any or all bids or portions thereof for any reason.**

16. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. **There is no guarantee that the Government will accept the high bid.**

17. AUCTION SUSPENSION

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein.

18. TRANSACTION CLOSING AND REFUND OF BID DEPOSITS

a) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

b) Appropriate Bid Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Bid Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Bid Deposit.

c) Bid Deposits received from the two highest bidders will be held as stipulated in Paragraph 19, Back-up Bidder. All other Bid Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete.

19. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Bid Deposit will be retained, without interest, until the transaction is consummated with the high bidder, or ninety (90) calendar days from the date of acceptance of the bid by the Government, whichever is sooner. Subsequently the Bid Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with

the remaining bidders and make an award that is in the best interest of the Government.

20. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will

show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partner(s) sign the bid, with a notation that they are all general partner(s), the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.



245 Water Street

NOTICES AND COVENANTS

This sale is made on the basis that the following described rights, title, and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described Sale Parcels and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patents which cover the Sale Parcels.

1. HAZARDOUS SUBSTANCE NOTIFICATION

The following Notice and Covenant will be inserted in the Quitclaim Deed:

A. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Sale Parcels.

B. CERCLA COVENANT. **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action or corrective action found to be necessary after the date of this conveyance regarding hazardous substances or petroleum products located on the Sale Parcels on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Sale Parcels or part thereof is a Potentially Responsible Party (PRP) with respect to the Sale Parcels immediately prior to the date of this conveyance; **OR** (b) to the extent buy only to the extent that such additional

response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance or petroleum product that was not located on the Sale Parcels on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

C. ACCESS. **Grantor** reserves a right of access to all portions of the Sale Parcels for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Sale Parcels and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records

compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

A. LEAD-BASED PAINT HAZARD WARNING. The Sale Parcels (including the improvements) that are the subject of this sale were built before 1978.

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. INSPECTION AND RISK ASSESSMENT. The Government prepared a lead-based paint inspection and risk assessment for each Sale Parcels with housing in accordance with 40 CFR 745.227. Bidders are encouraged to review these documents and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this IFB. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

Per the Forest Service Facilities Realignment and Enhancement Act of 2005 (Public Law 109-

54), the Department of Housing and Urban Development's (HUD's) abatement requirements at 24 CFR Part 35 do not apply to the subject Sale Parcels.

C. INSPECTION BY BIDDER. Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Sale Parcels, the bidder must first make arrangements with the individual identified to contact for inspection of the Sale Parcels. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

D. LEAD HAZARDS PAMPHLET. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead in your home*. A copy of the pamphlet will be provided prior to ratification of the sale contract. It is available from GSA at anytime by calling 888-472-5263 (GSA-LAND) or may be access through HUD's website http://www.hud.gov/offices/lead/enforcement/dis_closure.cfm. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

E. ABATEMENT AND CLEARANCE. Per the Forest Service Facilities Realignment and Enhancement Act of 2005 (Public Law 109-54), the Department of Housing and Urban Development's (HUD's) abatement requirements at 24 CFR Part 35 do not apply to the subject Sale Parcels. If abatement (permanent elimination) of lead-based paint hazards is desired by the Purchaser, the Purchaser is encouraged to hire a lead-based paint abatement contractor certified by the U.S. Environmental Protection Agency (EPA) in accordance with 40 CFR 745.226.

3. ASBESTOS CONTAINING MATERIALS (ACM)

A. Bidders are warned that the Sale Parcels offered for sale may contain asbestos-containing materials (see Attachment A). Unprotected or unregulated exposures to asbestos in product

manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

B. The Government prepared an asbestos inspection for each Sale Parcels with structures. Bidders are encouraged to review these documents and perform any additional inspections desired, prior to submitting a bid. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s).

4. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS

A. No warranties either express or implied are given with regard to the condition of the Sale Parcels including, without limitation, whether the Sale Parcels does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Sale Parcels offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

B. The description of the Sale Parcels set forth in the IFB and any other information provided therein with respect to said Sale Parcels is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Sale Parcels and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

C. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or

any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Sale Parcels which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

D. The Purchaser agrees to comply with all any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos containing building material associated with the Sale Parcels, including but not limited to any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material.

E. The Purchaser agrees to indemnify, release, defend, and hold harmless the United States, its agencies employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by asbestos-containing building material associated with the Sale Parcels:

(i) any lead-based paint and/or asbestos-containing building material associated with the Sale Parcels;

(ii) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the Sale Parcels, subject to the remedial action covenant and warranty provided above by the United States in accordance with 42 U.S.C. § 9620(h); and;(iii) releases or threatened releases on the Sale Parcels, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of the deed.

For specific comments or questions relating to hazardous material, lead-based paint, or asbestos containing material on the Sale Parcels, please contact Kathy Zirbser, Environmental Engineer, Intermountain Region, at (801) 625-5454.

Attachment A

Bidders are reminded that the Sale Parcels are offered for sale and will be sold "As is" and "Where is," without representation, warranty, or guaranty as to condition. The information provided herein is believed to be correct. However, any error or omissions shall not constitute grounds or reason for non-performance of the contract for sale or claim by the purchaser for allowance, refund, or deduction from the purchase price.

LEAD BASED PAINT AND ASBESTOS:

Section 504(d)(3) of the Forest Service Facility Realignment and Enhancement Act of 2005 (FSFREA) exempts the agency from abatement of lead based paint and asbestos. Inspections and tests for Asbestos Containing Materials (ACM) were conducted by Converse Consultants on November 3, 2005, for both Sale Parcels. Lead-based paint (LBP) inspections and risk assessments were conducted on the parcels with houses by John W. Petersen, Certified LBP Inspector/Risk Assessor working for Converse Consultants. Inspections were also conducted on the 245 (60) Water Street house and the 195 Main Street House on November 3, 2005. The LBP Risk Assessments were completed on May 12, 2008. Findings are summarized below. Copies of the above-mentioned ACM test results and LPB inspections and risk assessments are available for review by potential purchasers and will be provided to the apparent high bidders for the respective Sale Parcels.

245 Water Street

Asbestos: Tests during inspections showed that asbestos was found in approximately 2,200 sf of wall and hard ceiling surfacing material and joint taping compound, which appeared to be typical to the walls and the ceilings in the rooms designated #5-9 and the hallway bathroom. In approximately 1,300 sf of sprayed acoustical ceiling material, which appeared to be typical to the rooms designated #1, 2, 5, and 9. Also, in approximately six linear feet of cementitious flue pipe in the north workshop in the detached garage.

Lead-based Hazards: The LBP Inspection and Risk Assessment detected LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current House and Urban Development (HUD) Guidance, and current EPA regulations and guidance). Based on the results of XRF testing and paint chip sampling that exterior paint used on the original exterior walls of the house and tubs and sinks in the bathrooms should be considered to contain lead-based paint in excess of Federal limits.

195 Main Street

Asbestos: Tests during inspections showed that RACM was found in the joint taping compound, which appeared to be typical to the walls and the ceilings in the rooms on the upper level of the structure. In the roof penetration mastic, which appeared to be typical to the roof penetration and it is considered to be incidental asbestos containing material and is not regulated by Nevada OSHES.

Lead-based Hazards: The LBP Inspection and Risk Assessment detected LBP hazard (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current HUD Guidance, and current EPA regulations and guidance). Based on the results of XRF testing and paint chip sampling it was determined that the exterior paint used on the original exterior trim of the house and the exterior paint on the window/casings should be considered to contain lead-based paint in excess of federal limits. Only one interior lead contaminated paint was identified in regard to the main house and the detached garage -- the brownish white paint film coating on wood located on the east wall of the main house. It is the opinion of Converse that this area of wall was at one time the original west exterior wall of the main house.

CERCLA:

Phase 1 Environmental Site Assessments were not completed for the Sale Parcels; however, Land Transaction Screening Process Summary Forms 1-5 were completed by Arthur Burbank, Hazmat Coordinator. There has been no known

storage or releases of reportable quantities of hazardous substances at the Sale Parcels.

SPECIFIC OUTSTANDING RIGHTS

Copies of the documents below are available for review by potential purchasers.

245 Water Street

Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the map filed July 18, 1989 as Document No. 160890, referenced in the legal description contained herein.

Reservations by Hercules Mines Co. of Nevada, for minerals, ore dumps and the right to ingress and egress for all mining purposes as stated in

that certain Quitclaim Deed, dated and recorded on December 20, 1961, Book 11, pages 476-477, Official Records of Lander County, Nevada.

Subject to an unrecorded easement to Lander County for Reese Street that affects Lot 8.

See County Plat for location.

195 Main Street

Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the map filed July 18, 1989 as Document No. 160890, referenced in the legal description contained herein.

NOTES

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Water Street House Property Code 127 & Main Street House Property Code 128

Bid Deposit

Property Code 127 \$5,600.00 ☐

Initial Bid ☐

Increased Bid ☐

Property Code 128 \$4,600.00 ☐

Initial Bid ☐

Increased Bid ☐

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: Karen Hoover

The undersigned bidder hereby offers and agrees to purchase the Sale Parcel(s) as described in the accompanying Invitation for Bids IFB for the bid price(s) entered below or subsequent bids placed online, if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PR-2009-127/128, including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, USA Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, Bidder Registration and Bid Form For Purchase of Government Property, Bid Deposit by Credit Card and Attachment A, including any amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____ (INITIAL)

INITIAL BID AMOUNT: \$ _____

BID AMOUNT SPELLED OUT: _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s) _____

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 12, Paragraph 20, Bid Executed On Behalf Of Bidder for instructions:

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Property
see Page 12, Paragraph 20, Bid Executed On Behalf Of Bidder for instructions)

**245 Water Street House
195 Main Street House
Austin, Nevada**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then
_____ of said Corporation; that said bid was duly signed for
(Official Title)

and on behalf of said Corporation by authority of its governing body and is within the scope of its

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Water Street House Property Code 127 & Main Street House Property Code 128

Bid Deposit

Property Code 127 \$5,600.00 ☐

Initial Bid ☐

Increased Bid ☐

Property Code 128 \$4,600.00 ☐

Initial Bid ☐

Increased Bid ☐

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
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Attn: Karen Hoover

The undersigned bidder hereby offers and agrees to purchase the Sale Parcel(s) as described in the accompanying Invitation for Bids IFB for the bid price(s) entered below or subsequent bids placed online, if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PR-2009-127/128, including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, USA Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, Bidder Registration and Bid Form For Purchase of Government Property, Bid Deposit by Credit Card and Attachment A, including any amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____ (INITIAL)

INITIAL BID AMOUNT: \$ _____

BID AMOUNT SPELLED OUT: _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s) _____

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 12, Paragraph 20, Bid Executed On Behalf Of Bidder for instructions:

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Property
see Page 12, Paragraph 20, Bid Executed On Behalf Of Bidder for instructions)

**245 Water Street House
195 Main Street House
Austin, Nevada**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then
_____ of said Corporation; that said bid was duly signed for
(Official Title)

and on behalf of said Corporation by authority of its governing body and is within the scope of its

**UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED
PAINT AND/OR LEAD-BASED PAINT HAZARDS**

This Form MUST accompany the Bid for Purchase of Government Property to complete your registration, otherwise your bid is unacceptable.

Description of Real Property for Sale

The real property is located in Austin, Nevada, and is being sold pursuant to the terms and conditions set forth in **INVITATION FOR BIDS (IFB) No. 9PR-2009-127/128**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

The Seller is aware that the property described in the IFB, was built before 1978, and, therefore, may contain lead-based paint. Seller has provided the purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards. The Records include: Land Transaction Screening Reports and Lead Based Paint Risk Assessment Reports, if applicable.

Purchaser's Acknowledgment

Purchaser has received copies of all information listed above. Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." In addition, Purchaser received an opportunity (at least ten days) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

Purchaser hereby acknowledges receipt of the foregoing information and opportunity:

☐

Agent's Acknowledgment

The United States General Services Administration has acted as the Agent for _____ in this transaction. The Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

Agent hereby acknowledges discharging its responsibility:

☐

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature_____	Date_____
SELLER	
Signature_____	Date_____
PURCHASER	
Signature_____	Date_____
AGENT	

BID DEPOSIT BY CREDIT CARD

245 Water Street House
195 Main Street House
Austin, Nevada

THIS FORM MAY BE SUBMITTED BY FAX:
(415) 436-7402

SEND THIS FORM TO:

General Services Administration
Office of Real Property Disposal (9PR)
Attn: Karen Hoover, Realty Officer
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-3434

Bid Deposit:	Property Code 127	Property Code 128
	<input type="checkbox"/> \$5,600.00	<input type="checkbox"/> \$4,600.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Important Instructions to Bidders, Pages 8 thru 9, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the bid deposit will be applied towards the purchase price for the Sale Parcel(s). In the event the applicant is not the Purchaser, the bid deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code _____

Phone: () _____ Fax: () _____

Signature: _____ Date: _____